

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DOC9E		PAGE OF PAGES 1 52			
2. CONTRACT NO.		3. SOLICITATION NO. N00174-06-R-0058		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 30 Aug 2006		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE BLDG. 1558 ATTN: MICHAEL BURCH C11B MICHAEL.BURCH@NAVY.MIL INDIAN HEAD, MD 20640-5035 TEL: 301/744-6662 FAX: 301/744-6546				8. ADDRESS OFFER TO See Item 7		(If other than Item 7)		CODE			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg: 1558</u> until <u>03:00 PM</u> local time <u>30 Sep 2006</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME MICHAEL BURCH		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301/744-6662		C. E-MAIL ADDRESS michael.burch@navy.mil					
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Fabric Heat Treat Furnace Per Specification CMC06- 001	1	Each	\$_____	\$_____

Section C - Descriptions and Specifications

SECTION C

FABRIC HEAT TREAT FURNACE SPECIFICATION

SPECIFICATION CMC06-001

Revision -

CMC FACILITY EQUIPMENT

June 27, 2006

1.0 SCOPE

- 1.1 Description of work. Provide design, fabrication, turnkey installation, and check out of one (1) Fabric Heat Treat Furnace including three (3) bolts, and three (3) cure carts complete and ready for operation for Alliant Techsystems Tactical Systems Division (ATK TSD) Allegany Ballistics laboratory (ABL), Rocket Center, West Virginia. Turnkey installation shall include all equipment, materials, labor, installation, transportation to ABL plant, unloading, moving into place, hook-up, start-up and testing.
- 1.2 A detailed schedule of the design, build, and install phase shall be provided with bid.
- 1.3 Bid prices shall be based on one (1) Fabric Heat Treat Furnace.
- 1.4 Equipment design/specification sheets shall be included with the bid submittal to verify that the equipment meets or exceeds this specification. A preliminary schematic shall be included in the bid submittal for evaluation. A list of additional available and/or recommended options with pricing shall also be submitted for review including spare parts list.
- 1.5 References. The latest publications listed below form a part of this specification to the extent referenced.

NATIONAL ELECTRICAL MANUFACTURES ASSOCIATION (NEMA)

NEMA ICS 1	Industrial Control and Systems
NEMA ICS 2	Industrial Control Devices, Controllers and Assemblies
NEMA ICS 3	Industrial Systems
NEMA ICS 4	Terminal Blocks for Industrial Use
NEMA ICS 6	Enclosures for Industrial Control and Systems
NEMA MG 1	Motors and Generators

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	National Electrical Code, latest edition
NFPA 79	Electrical Standard For Industrial Machinery

2.0 GENERAL REQUIREMENTS

- 2.1 The furnace shall be furnished by one (1) nationally recognized source of manufacture. This manufacturer shall have produced this type of equipment for a period of at least five (5) years and shall guarantee the entire system in accordance with this specification.
- 2.2 The furnace shall be designed for installation on an existing reinforced 8" concrete slab provided by others without additional modifications to the slab. The furnace shall be designed such that all

operating loads are absorbed by the furnace frame and only the dead weight of the furnace and the materials in the furnace are transferred to the floor.

- 2.3 The configuration will be front load design with rotating cart to hold billet.
- 2.4 The maximum equipment operating envelope dimensions for the furnace shall be minimized to reduce floor foot print. Estimated dimensioning for floor foot print and height shall be submitted with bid.
- 2.5 Maximum height of the furnace shall be less than 10'.
- 2.6 The furnace should be designed in such a way that a bolt of fabric may be easily loaded and unloaded with quick connections for the rotating drive system.
- 2.7 Provide single point of connection utilities to the equipment. Provide as part of the quotation all utility and exhaust requirements.
- 2.8 All process piping shall be labeled for flow direction and material.
- 2.9 All parts subject to corrosion must be cleaned, primed and painted with two coats of machinery enamel.
- 2.10 The furnace shall have heating and cooling capabilities. Temperature control shall be automatic per recipe.
 - 2.10.1 Heating system. Electrically heated (480V/3Ph/60Hz).
 - 2.10.1.1 The furnace shall be capable of heating up to 1400° C.
 - 2.10.1.2 The furnace shall have a heat up rate of 5°C/min to 30°C/min.
 - 2.10.1.3 The furnace shall be capable of holding a soak time of 12 to 20 hrs.
 - 2.10.2 Cooling system. Nitrogen purge cooling system.
 - 2.10.2.1 The furnace shall have a cool down rate of 5°C/min to 15°C/min.
 - 2.10.2.2 The furnace shall cool down to 100 °C prior to extracting the billet.
 - 2.10.2.3 The cooling system shall include interconnecting piping within the unit, electrical connections within the unit and to a central electrical box with disconnect. Supply/return piping will be contained within the unit.

- 2.10.2.4 The completed system shall be certified to 1.5 times the operating pressure.
- 2.10.2.5 Any pressurized tanks shall be ASME coded and certified.
- 2.10.2.6 Heat exchangers, pumps, and control valves shall be mounted for easy access and removal.
- 2.10.2.7 In addition to thermocouples necessary for unit control, dial thermometers shall be located at all necessary surveillance points including supply and return temperatures. Dial thermometers installed throughout the system to measure temperatures shall be designed for maintenance and service. Design accuracy shall be $\pm 1\%$ of full scale or better. Full scale range shall be such that design temperature is approximately at mid-point with 2°F temperature increments.
- 2.10.2.8 The unit shall be supplied completely pre-wired and pre-piped requiring only single point connections.
- 2.11 The furnace shall be constructed to minimize heat radiation into the room.
- 2.12 Skin temperature of furnace must be less than 140°F or manufacturer must provide provision to prevent operators from coming in contact with hot area and is easily removable so as to not impede on maintenance of furnace.
- 2.13 Furnace loading and unloading.
 - 2.13.1 The furnace shall be designed to easily load a 300mm diameter by 1000mm length fabric roll.
 - 2.13.2 Loading and unloading design shall include (3) transport carts for the bolt of cloth constructed of high temperature ($>1500^{\circ}\text{C}$) robust material that will support 32kg, 300mm diameter by 1000mm length fabric rolls and be fabricated such that they can be quickly installed and removed from the furnace with quick-lock devices. Cart design shall be submitted with bid. Cart quote shall be a separate line item on bid.
 - 2.13.3 Final loading and unloading design must be submitted with bid.
- 2.14 Rotation capability.

- 2.14.1 The furnace shall be equipped with capability to rotate the 32 kg fabric roll while located in cure cart from 1 to 10 rpm. At no time shall the fabric come in contact with any furnace hardware including rotating equipment.
- 2.14.2 The furnace manufacturer shall supply (3) three bolts constructed of high temperature robust material that will support 32kg, 300mm diameter by 1000mm length fabric rolls and be fabricated such that they can be quickly installed and removed from the rotating fixture with quick-lock devices. The bolts shall have a hollow core so that they can be transported by a lift outside of the cart. The bolts shall also have robust removable disks on either end that are 400mm in diameter and able to support the 32kg roll when stored laying flat on a storage rack or table.
- 2.15 The furnace shall include a sight window to monitor bolt rotation. The furnace atmosphere shall be nitrogen purged with oxygen concentration at soak less than 100 ppm.
 - 2.15.1 Nitrogen flow control shall be automatic.
 - 2.15.2 Nitrogen flow monitoring shall be accomplished through mass flow metering.
 - 2.15.3 Nitrogen purge. The system shall be Nitrogen purged to reduce Oxygen levels. Oxygen monitoring shall be through entire cycle, and Oxygen levels shall be limited to 100 ppm through soak periods. Nitrogen purge to achieve less than 100 ppm oxygen shall be less than 1 hr after start.
- 2.16 All belts, pulleys, drive shafts, motors and pinch points shall be guarded in accordance with the applicable OSHA standards.
- 2.17 Asbestos shall not be used in any form in the construction of this furnace.
- 2.18 Equipment shall be furnished with OSHA standard Lock-out Tag-out features to ensure safe maintenance of equipment. All cut-off valves shall be lockable.

3.0 **PERFORMANCE**

- 3.1 The furnace shall be designed to operate from 2 % to 100% of the maximum temperature with a control deviation of $\pm 1\%$ of the maximum.
- 3.2 The furnace shall be sized such that the minimum in clear working space is enough to easily maneuver a 32 kg, 300mm diameter by 1000mm length fabric roll in and out of the furnace by two operators not lifting more than 36kg.

- 3.3 Thermocouples. There shall be 4 spaced type S thermocouples internal to the furnace for temperature monitoring protected with a gas-tight ceramic tube, and a secondary tube of alumina and a silicon carbide or metal outer tube as conditions require, for data collection and recipe control. Thermocouples shall be spaced half way between the 300mm diameter fabric roll OD and the furnace wall. Thermocouples shall be spaced 90° apart radially. Thermocouples shall also be located in progressively increasing distance from the front to the back of the furnace to achieve an overall temperature profile of the furnace. Thermocouples shall be designed such that they will withstand and operate at 1500°C. Thermocouple design shall be submitted with bid.
- 3.4 Temperature gradient of the furnace and from thermocouple to thermocouple shall be within $\pm 5^{\circ}\text{C}$ with an unloaded furnace and $\pm 15^{\circ}\text{C}$ with a fully loaded furnace (bolt, cart, and fabric installed)
- 3.5 Pressure monitoring. There shall be 2 pressure monitoring devices for data collection and recipe control. Pressure monitoring devices shall be located on either end of the furnace 15" away from each end.
- 3.6 Oxygen monitoring. There shall be 2 oxygen sensors for data collection and recipe control. Oxygen monitoring devices shall be located on either end of the furnace 15" away from each end.
- 3.7 Real-time data analysis shall be provided in chart and text format during each cycle.
- 3.8 Monitoring and data storage shall include as a minimum: Operator Number, Cure number, Lot/S/N, Date/Time, 4 thermocouple temperature readings, 2 pressure readings, and 2 oxygen readings at a minimum of every 5 minutes.
- 3.9 The furnace shall be configured so that during power interruption, loss, or emergency stop the doors remain closed, sealed, and chamber under nitrogen pressure.
- 3.10 Furnace doors shall have an interlocking device coupled to the controller that will not allow the doors to open above 100 degrees C and until the nitrogen in the chamber is exhausted out. The interlocking device shall also not allow the furnace to operate unless the cart is in place.
- 3.11 In addition to the Control system listed in section 4, visual running lights tower (red, yellow, green) shall be incorporated into the system to indicate if the system is running, idle, or stopped.
- 3.12 An optional manual venting and cool down device shall be incorporated into the furnace.

4.0 CONTROL SYSTEM

- 4.1 PLC controller shall be an Allen-Bradley ControlLogix or CompactLogix with compact flash, Ethernet TCP/IP interface, and sufficient memory to support process application and future upgrades. Controller programming software shall be RSLogix 5000 (latest revision).
- 4.2 Operator interface stations, where utilized, shall be PC based or Allen-Bradley Panelview. Operator interface stations shall be generated using RSView Studio ME, SE.

4.3 Critical process data parameters, as defined by ATK and/or equipment supplier, shall be monitored and recorded via ATK's data collection system. ATK's data collection system receives data from the Allen-Bradley PLC controller via an OPC server. Therefore, all critical process data parameters shall be available through the Allen-Bradley PLC controller.

4.4 The system shall provide audible and visual alarms when process is out of defined tolerances.

5.0 **HUMAN MACHINE INTERFACE (HMI) RECIPE CREATION, DEFINITION, AND EXECUTION**

5.1 General.

5.1.1 The Allen-Bradley HMI controller shall be configured/programmed in such a way to accept pre-defined recipes and execute those recipes automatically.

5.1.2 The HMI shall be capable of holding at least 10 individual recipes. Recipes shall be able to be written over or replaced.

5.1.3 Each recipe shall be capable of holding at least 15 individual stages.

5.2 Recipe Creation.

5.2.1 Each recipe shall be created by the cognizant engineer as determined for each piece of equipment.

5.2.2 Recipe creation/editing shall be capable of accepting all parameters of the equipment including but not limited to: Thermocouples (LeadTC and LagTC), and Pressure Sensors.

5.2.3 Recipes shall be capable of instituting alarm/control limits for all previously mentioned parameters.

5.2.4 Ramp rates, soaks/holds shall be pre-defined when creating/editing the recipe. Ramp rates, soaks/holds shall have alarm/control limits for tolerancing purposes.

5.2.5 HMI for recipe creation/editing shall be graphical user interface and easily programmable.

5.2.6 Individual recipes shall be capable of being named and saved on a local hard drive or server.

5.2.7 All recipe creation/editing shall be password protected.

5.2.8 Recipes shall have revision control when being edited.

5.3 Recipe Definition.

5.3.1 Each recipe shall be uniquely defined as it's saved file name as well as revision and the name and revision shall be present on the HMI screen during recipe execution.

5.3.2 All stages in each recipe shall be defined and available for operator review via a graphical user interface prior to and during the execution of the recipe.

5.4 Recipe Execution.

- 5.4.1 The operator shall be able to load each recipe individually from the HMI for execution.
- 5.4.2 The operator shall be able to start each recipe from the HMI including any checks necessary for operation.
- 5.4.3 After being loaded and executed each recipe shall run automatically. However, during execution there shall be a password protected manual override for ramps and soaks.
- 5.4.4 The operator shall be capable of removing a redundant TC, pressure, or O2 sensor if acting erroneously during recipe execution. The recipe shall default to the next sensor for recipe control.
- 5.4.5 The HMI shall indicate what step the recipe is in while running and when the recipe has completed execution.

6.0 ELECTRICAL

- 6.1 Power supply available at ATK is 480V/3ph/60hz. Provide any transformer(s), wiring devices, surge protection, motor starters, etc. required to operate each machine as a complete and useable system requiring only single point electrical connection. Surge protection (TVSS) shall be installed at single point power connection. TVSS shall be rated at 120k amps and shall provide all modal and filter protection recognized under UL 1449 2nd Edition and UL 1283, Joslyn, Innovative Technologies.
- 6.2 Each piece of equipment shall have a main power disconnect, fused as required with lockout capability. All equipment shall be new, and conform to latest industry standards and practices. Switch ratings of voltage, ampacity, horsepower and inductive ratings shall comply with power source voltage and characteristics of load controlled. Mechanisms shall be heavy duty, quick-make, quick-break with voidable interlock to prevent opening enclosure in "ON" position. External-lockable handle operation with provisions for not less than two padlocks. Poles and fusing shall comply with load requirements. Provide fused switches to comply with Code requirements. Where fuses are installed, use dual element fuses.
- 6.3 Provide electrical current requirements, recommended feeder and circuit breaker size information in submittal data for review and approval.
- 6.4 All electrical enclosures and installation shall be NEMA 12/13, dust-tight/oil-tight, and UL listed.
- 6.5 Provide pilot lights and control devices operable at front of enclosure without opening enclosure. Devices shall be rated NEMA 12/13, dust-tight/oil-tight.
- 6.6 All wires and cables shall be labeled with heat-shrink, pre-printed labels at all connection points in agreement with manufacturer's drawings.

- 6.7 Conductors for all wire and cable, unless otherwise noted, shall be stranded copper with 600 VAC insulation.
- 6.8 Provide electrical and pneumatic devices in NEMA 12/13, dust-tight/oil-tight enclosures.
- 6.9 System conduit shall be rigid galvanized steel.
- 6.10 Vendor shall provide hardware, isolation transformers, filters, etc. to protect ATK's power grid from equipment loading effects such as harmonics, power factor degradation and voltage fluctuations.

7.0 EXECUTION

- 7.1 Equipment shall be completely designed, fabricated, and installed by the manufacturer. All external electrical connections shall be provided by others, to connection points at the furnace, as described in preceding paragraphs. Provide 3 hard sets and 2-copies on CD ROM containing electronic files (drawings shall be in AutoCAD DWG files) of installation drawings. Drawings/file to be in English language, and as a minimum provide accurate overall dimensions, show all areas where unobstructed access is required for assembly, operation, maintenance and code compliance, and identify utility requirements and points of connection.
- 7.2 Locations and Clearances. Equipment shall be designed so that working space is available for necessary servicing such as removal, replacing or adjusting drives, motors, or seals, access to automatic controls, lubrication, and oil draining. Provide access panels for concealed controls and control devices and items requiring periodic operation, inspection, or maintenance. Access panels shall be of sufficient size and so located that concealed items may be serviced and maintained or removed and replaced
- 7.3 Identification Tags and Plates. Provide equipment with tags numbered and stamped for their use. Plates and tags shall be brass or nonferrous material. Minimum letter and numeral sizes shall be 1/8-inch high.
- 7.4 Operating Instructions. Provide bound Operator's Manuals including any as-built as required (1-hard copy) and 2-copies on CD ROM containing electronic files (drawings shall be in AutoCAD DWG files – spread sheets in Microsoft Excel – Specifications, instructions, & etc in Microsoft Word) to include but not be limited to the following items:
 - 7.4.1 Provide operating instructions.
 - 7.4.2 Provide maintenance instructions including planned maintenance schedule, machine and control wiring, electronic, ladder diagrams, part replacement procedures and lock-out tag-out procedures including locations and energy sources.
 - 7.4.3 Provide certification of all coded furnace vessels and piping furnace tests.

- 7.5 Initial Start-Up, Operational Test, Personnel Training. After equipment is installed, the services of a competent technician shall be provided for the initial start-up. The equipment shall be started and operated under all modes of operation. The furnace shall be cycled through a minimum of 2 recipes as designed by ATK-TSD for a period of 48 hrs without any problems (parameters for recipes to be provided by contractor). One of the selected recipes shall include a sample bolt of cloth and the other will run on an empty furnace. Safety and automatic control instruments shall be adjusted. All necessary corrections required after the operational tests shall be made by the vendor without additional cost to the Government. Also provide 40 hrs of instruction for operating and maintenance personnel on equipment.

8.0 QUALITY

- 8.1 Equipment quality and equipment buy-off shall be completed per this specification and Acceptance Test Plan (ATP).

- 8.2 Acceptance Test Plan (ATP):

ITEM	REQUIREMENT	METHOD OF COMPLIANCE	LOCATION OF COMPLIANCE
1	Specification compliance	Bid Review	ATK-TSD
2	Equipment footprint and equipment overall lean design	Bid Review Design Review	ATK-TSD
3	Cart/bolt/rotation design capable of supporting 32kg, 300mm diameter by 1000mm length fabric rolls	Bid Review Design Review	ATK-TSD
4	Spare parts ordering	Bid Review	ATK-TSD
5	All process piping labeled	Visual	ATK-TSD
6	Recipe programming	Engineer Training	ATK-TSD
7	Recipe deletion	Engineer Training	ATK-TSD

ITEM	REQUIREMENT	METHOD OF COMPLIANCE	LOCATION OF COMPLIANCE
8	Recipe execution including removing redundant thermocouples, pressure sensors and O2 sensors	Engineer/Operator Training-2 recipes 48 hrs continuous	ATK-TSD
9	Overall controls review	Bid Review Engineer/Operator/ Maintenance Training	ATK-TSD
10	Manual nitrogen venting, manual cool down	Engineer Training	ATK-TSD
11	Maintenance PM, machine and control wiring, electronic, ladder diagrams, part replacement procedures, lock-out tag-out procedures	Maintenance Training	ATK-TSD
12	Pressure tanks ASME rated 1.5 operation pressure	Certification	Manufacturer
13	Interlocking door not opening above 100°C and until nitrogen purged	Attempt to open door above 100°C and nitrogen not purged	ATK-TSD
14	Equipment correctly and adequately labeled	Visual	ATK-TSD/ Manufacturer
15	Equipment fabrication and delivery schedule review	Bid Review ATK-TSD periodic review at manufacturer	Manufacturer
16	Safety precaution and safety instrumentation	Bid Review	ATK-TSD

ITEM	REQUIREMENT	METHOD OF COMPLIANCE	LOCATION OF COMPLIANCE
17	Temperature gradient of the furnace and from thermocouple to thermocouple shall be within $\pm 5^{\circ}\text{C}$ with an unloaded furnace and $\pm 15^{\circ}\text{C}$ with a fully loaded furnace (bolt, cart, and fabric installed)	Run cure profile at ATK-TSD and review controller settings versus 4 thermocouple readouts	ATK-TSD
18	Oven nitrogen purge to less than 100ppm O ₂ in less than 1 hr	Run cure profile at ATK-TSD and review O ₂ sensor output	ATK-TSD
19	Furnace capable of heating to 1400°C	Run cure profile at ATK-TSD and review controller settings versus 4 thermocouple readouts	ATK-TSD
20	Furnace capable of a heat up rate of 5°C to 30°C	Run cure profile at ATK-TSD and review controller settings versus 4 thermocouple readouts	ATK-TSD
21	Furnace capable of a cool down rate of 5°C to 15°C	Run cure profile at ATK-TSD and review controller settings versus 4 thermocouple readouts	ATK-TSD
22	Review dial thermometers accuracy and operation at surveillance points	Run cure profile at ATK-TSD and review controller settings versus 4 thermocouple readouts	ATK-TSD
23	Furnace skin temperature at operation less than 140°F when furnace has reached	Run cure profile at ATK-TSD and review	ATK-TSD

ITEM	REQUIREMENT	METHOD OF COMPLIANCE	LOCATION OF COMPLIANCE
	1400°C	controller settings versus 4 thermocouple readouts then measure furnace skin temperature with Fluke digital thermometer	
24	Sight window to monitor rotation	Visual	ATK-TSD
25	4 high temp type S thermocouples internal to the furnace for temperature monitoring protected with a gas-tight ceramic tube, and a secondary tube of alumina and a silicon carbide or metal outer tube as conditions require and operational to 1500°C located in 90° increments radially, spaced axially, and halfway between the fabric OD and furnace wall, 2 pressure sensors present and operational on either end of the furnace, 2 O2 sensors present and operational on either end of the furnace	Bid Review Equipment Run-Off	ATK-TSD
26	Monitoring and data storage shall include as a minimum: Operator Number, Cure number, Lot/S/N, Date/Time, 4 thermocouple temperature readings, 2 pressure readings, and 2 oxygen readings at a minimum of every 5 minutes	Bid Review Equipment Run-Off	ATK-TSD
27	Visual running lights tower (red, yellow, green) shall be incorporated into the system to indicate if the system is running, idle, or estopped	Bid Review Equipment Run-Off	ATK-TSD

ITEM	REQUIREMENT	METHOD OF COMPLIANCE	LOCATION OF COMPLIANCE
28	Cart/bolt/rotation operation capable of supporting 32kg, 300mm diameter by 1000mm length fabric rolls. Ensure that loaded fabric does not contact any rotating device or furnace hardware	Equipment Run-Off	ATK-TSD

9.0 WARRANTY

- 9.1 Machine performance shall meet or exceed the minimum performance standards as outlined in this specification.
- 9.2 Machine and controls shall be guaranteed (parts and labor) for minimum of (2) two years from the date the machines are operational, the checkout complete, and accepted in writing.
- 9.3 Seller shall make every effort to have a field service representative on site within 24 hrs of a machine failure if the failure cannot be easily corrected by ATK with phone support for the seller during the warranty period. If parts are not available within these time periods, they shall be transported by the fastest possible means regardless of the cost. All shipment cost during the warranty period shall be borne by the suppliers.
- 9.4 Software upgrades shall be free for the life of the furnace.

10.0 OTHER REQUIREMENTS

- 10.1 Provide as a separate line item in the bid the spare parts list and pricing for 2 of each spare part, associated tools needed for maintenance and standard use of the equipment (wrenches, screwdrivers, etc.), a rolling tiered toolbox to hold associated tools, and a 5 mega pixel still camera with minimum 256mb Flash card, minimum 3x zoom and capabilities to download processing pictures for 7 engineers via USB or 7 memory card readers.
- 10.2 Bids shall be evaluated on price, meeting all Specification Requirements, and delivery criteria. Confirm in writing, no exception to the SOW (Specs).
- 10.3 Bids should include but not limited to supplying complete background information.

- 10.4 Furnace installation shall begin no later than January 8, 2007 and shall be complete within 15 calendar days after notice to proceed.
- 10.5 Must be responsible to protect the existing floor coating to prevent any damage as he travels on it or moves equipment over it.
- 10.6 All manufacture workers in the ATK/ABL plant must be a US citizen or be escorted 100% of the time, escort to be provided by ATK, familiar with the plant's safety rules, and the building that the Fabric Heat Treat Furnace will be installed in.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal _____ dated _____ in response to NAVSEA Solicitation No. N00174-06-R-0058. The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

Section D - Packaging and Marking

SECTION D

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0002 – PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)

Item(s) All – The supplies furnished hereunder shall be packaged in accordance with best commercial practices.

HQ D-2-0006 – MARKING AND PACKING LIST(S) (NAVSEA)(NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provide by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

IHD 31 - MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: N00174-06-C-

Bldg: TO BE FILLED IN AT TIME OF AWARD

Code: TO BE FILLED IN AT TIME OF AWARD

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate.

Section E - Inspection and Acceptance

SECTION E

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
All	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

HQ E-2-0005 - INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (NAVSEA)

Item(s) All - Inspection and acceptance shall be made at destination by a representative of the Government.

IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within 30 days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

Section F - Deliveries or Performance

SECTION F

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
0001	12 weeks ARO	1 each	ATK – Tactical Systems Division Company 210 State Route 956 Rocket Center, WV 26726 Attn: Seth Whitacre Phone: (304) 726-5746

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

ATK-Tactical Systems Division Company
210 State Route 956
Rocket Center, WV 26726
Attn: Seth Whitacre
Phone: (304) 726-5746

Section G - Contract Administration Data

SECTION G

CLAUSES INCORPORATED BY FULL TEXT

INVOICE INSTRUCTIONS (NSWCIIHD) (JUNE 2006)

(a) In accordance the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Indian Head Division, Naval Surface Warfare Center will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The following information regarding invoice routing is provided for completion of the invoice in WAWF:

WAWF Invoice Type	*
Issuing Office DODAAC	**
Admin DODAAC	**
Inspector DODAAC (if applicable)	**
Acceptor DODAAC	**
LPO DODAAC (if applicable)	***
Pay DODAAC:	**
DCAA Auditor DODAAC (if applicable)	**

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting your document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email address desired in the following blocks. This additional notification to the government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF system.

Send Additional Email Notification To:

(f) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

Notes:

* Insert correct invoice type here. Usually 2-n-1 for service type contracts, combo for contracts with supplies, cost vouchers for reimbursable costs or a commercial stand-alone invoice if a DD250 is not required.

** Insert the DoDAAC of the activity who issued the contract; administers, inspects, accepts, certifies, audits, or pays the contract, as applicable. If none, so state.

Use the following web sites to complete this block

CAS Directory: <http://www.dcm.mil> (CAS Directory: Administration and Payment Offices)

DCAA Audit Office Locator: <http://www.dcaa.mil>

***Required only when the payment office is a Navy DoDAAC, i.e., begins with an 'N', e.g., N68892, N68732, etc. LPO is not required for MOCAS paid contracts.

**** Include the work email address of the acceptor/receiver. Acceptor/receiver should be consistent with Section E (e.g., someone in the program office for destination acceptance of hardware, COR for LOE services)

HQ G-2-0002 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator: Michael L. Burch
Phone Number: (301)744-6662

Payments/Invoicing:
Phone Number: (301)744-

Technical Representative: Scott McKee
Phone Number: (301)744-4651

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer Patricia J. Downey at (301) 744-6666.

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) APR 2005

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or a duly appointed representative will be returned to the contractor at their expense with no cost or liability to the U.S. Government.

2. The following days are scheduled holidays for Indian Head Division, Naval Sea Systems Command.

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Generally, if the holiday falls on a Saturday, it will be observed the preceding Friday, and if the holiday falls on a Sunday, the observance will be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: <http://www.opm.gov/fedhol/index.asp>.

3. The hours of operation for the Procurement Department and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Procurement Dept. (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Procurement Department, please call for an appointment at least 24 hours in advance.

IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000

(a) A certification of compliance shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code E321B.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

Section H - Special Contract Requirements

SECTION H

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
- (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

ItemFunds**IHD 113 NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000**

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

Section I - Contract Clauses

SECTION I

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.208-9	Contractor Use of Mandatory Sources of Supply	JUL 2004
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority and Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-4	Notice of Price Evaluation Preference for Hubzone Small Business Concern	JUL 2005
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.225-1	Buy American Act – Supplies	JUN 2003
52.225-8	Duty Free Entry	APR 2006
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984

52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Workforce	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JUN 2005
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Sources of Supply	

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.far.gov

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

Section K - Representations, Certifications and Other Statements of Offerors

SECTION K

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence

Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 333994 (insert NAICS code).

(2) The small business size standard is 500 employees (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business

concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2005)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the

election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) Foreign government includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone unites (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity
Controlled by a Foreign Government

Description of Interest, Ownership
Percentage, and Identification of
Foreign Government

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2005)

(a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

CLAUSES INCORPORATED BY REFERENCE

52.204-6 Data Universal Numbering System (DUNS) Number OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price type contract resulting from this solicitation.

(End of clause)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION FEB 1999

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Patricia J. Downey, NAVSEA Indian Head, 101 Strauss Ave., Bldg. 1558, Indian Head, MD 20640-5035.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.far.gov

(End of provision)

HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE
(NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

I. GENERAL INSTRUCTIONS

A. Past Performance information and the price proposal shall be submitted in separate volumes.

B. The offeror shall submit the following information:

1. One (1) completed and signed solicitation packages, with all representations and certifications executed, and with prices in Section B.
2. One (1) copies of the past performance information, Volume I.
3. One (1) copies of the price proposal, Volume II.

Volume I - Shall address Past Performance, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

Past Performance

Offeror shall provide a minimum of three references. Data reference sheets shall contain the following information: (Offerors must provide the past performance information or affirmatively state in writing that it possesses no relevant past performance information. Failure to do so may result in the offer being determined Neutral.)

- (a) Contract Number
- (b) Who was the contract with (name of agency/company)
- (c) Point of contract and telephone number of the contracting officer of contracting officer's representative
- (d) Dollar value of the contract
- (e) Detailed description of the work performed
- (f) Was work completed on time with a quality product delivered without any degradation in performance or customer satisfaction
- (g) Number, type, severity of quality, service, or cost problems in performing the contract, corrective action taken, if any, and the effectiveness of the corrective action.

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix, (Enclosure 1), who will be able to provide information regarding the offeror's past performance during the past three (3) years regarding: (1) customer satisfaction; (2) timeliness; (3) technical success; (4) program management; (5) and the quality of products.

The offeror will submit the Past Performance Questionnaire to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. THE OFFEROR SHALL INSTRUCT THE REFERENCES TO COMPLETE THE PAST PERFORMANCE QUESTIONNAIRE AND MAIL or FAX THEM DIRECTLY TO:

Naval Surface Warfare Center
 101 Strauss Avenue, Bldg 1558
 Attn: Michael L. Burch, Code C11B
 michael.burch@navy.mil
 Indian Head MD 20640-5035
 Fax: 301-744-6546

The offeror's selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the Contract Specialist by CLOSE OF THE SOLICITATION may result in the inability of the Government to rank the offeror's past performance.

Price

Price will be evaluated by the Contracts personnel to determine fairness and reasonableness through the most appropriate method available.

Section M - Evaluation Factors for Award

SECTION M**CLAUSES INCORPORATED BY FULL TEXT****HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)**

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD

I. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Past Performance
Price

With respect to past performance, the Government is more interested in obtaining excellence past performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the proposed margin past performance. In determining best overall value, the Government will first assess an offeror on the basis past performance. Then the Government will compare the tradeoffs between relative margins price. The offer who represents the best value will be the offeror who represents the best tradeoff between superior past performance and price.

A. PROPOSALS (In descending Order of Importance)

1. The following factors shall apply:

Past Performance
Price

B. PAST PERFORMANCE

1. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort. The past performance evaluation may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

a. The subfactors listed below (which are equal in importance) will be used to evaluate past performance:

- I. Customer Satisfaction. The offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.
- II. Timeliness. The offeror's demonstrated ability to meet contract schedules and delivery dates.
- III. Technical Success: The offeror's demonstrated ability to conform to contract requirements.
- IV. Program Management: The offeror's ability to meet or exceed its subcontracting plans.
- V. Quality of Service: The offeror's demonstrated ability to conform to contract specifications requirements.

3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

Excellent: The offeror's performance was consistently superior. The contractual performance was accomplished with some minor problems, to which corrective action taken by the contractor was highly effective.

Good: The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

Average: The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

Poor: The offeror performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

Neutral – Offeror lacking relevant past performance history will receive a neutral rating for past performance.

N/A: The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.

4. Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

C. PRICE

Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

II. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost/price, technical and past performance standpoint. However, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

METHODOLOGY

Once all evaluations are complete, the corresponding scores shall be tabulated and placed in a chart as follows in this example:

Offerors	Factor I Past Performance Rating	Factor II Price
A	Excellent	\$220,000
B	Excellent	\$226,000
C	Good	\$200,000
D	Excellent	\$202,000
E	Poor	\$195,000

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award(s) will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest rating also represents the lowest price, then that offeror is clearly the Best Value. If an offeror with higher rating has a higher price, then a determination must be made whether the difference in value is worth the higher price. If two (2) offerors receive the same rating the lower price will be the best value.

PAST PERFORMANCE MATRIX

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Proposed Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

PAST PERFORMANCE QUESTIONNAIRE COVERSHEET

FOR SOLICITATION NUMBER N00174-06-R-0058

Offeror's Name: _____

Name of agency/activity completing questionnaire: _____

Name and title of the person completing questionnaire: _____

Length of time your agency/activity has been involved with the offeror: _____

SUBMIT PAST PERFORMANCE QUESTIONNAIRE BY CLOSE OF SOLICITATION

TO: NAVSEA Indian Head, Surface Warfare Center Division
101 Strauss Avenue, Bldg. 1558
Indian Head, MD 20640-5035
Attn: Michael L. Burch, Contract Specialist, Code C11B
e-mail address: michael.burch@navy.mil Fax: 301-744-6546

RATING SCALE

Please use the following ratings to answer the questions.

EVALUATION CRITERIA

Excellent - The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

Good - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

Average - The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

Poor - The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

Neutral - Offeror lacking relevant past performance history will receive a neutral rating for past performance.

N/A - The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.

Source Selection Information See FAR 3.104

